dergrass, 69 Miss. 425, 12 So. 954; *Kearney* v. *Boston & M. R. Co.*, 9 Cush. (Mass.) 108; *Dillon* v. *Great Northern R. Co.*, 38 Mont. 485, 100 Pac. 960. Nor could there be recovery by the administrator suing in behalf of certain designated beneficiaries, because this provision is modeled after Lord Campbell's Act, and the benefits to be expected must be pecuniary and financial. *Michigan Central R. Co.* v. *Vreeland*, 227 U. S. 59. Thus a father and mother, suing under this statute, cannot recover for the loss of a son, when it does not appear that they are financially interested in his life. *American R. Co., etc.* v. *Didricksen*, 227 U. S. 145. Hence the decision of the principal case, that when death is instantaneous and there are no beneficiaries pecuniarly interested, there can be no recovery at all, is manifestly correct.

FOREIGN CORPORATIONS—FAILURE TO COMPLY WITH STATUTE—EFFECT ON CONTRACTS.—A Kentucky statute provides that it shall not be lawful for any corporation to carry on business within the state until it shall have filed in the office of the Secretary of State a statement giving the location of its office therein, and the name of its agent upon whom process may be served, and that any corporation failing to comply with the section, and any agent thereof who transacts business within the state, shall be guilty of a misdemeanor and fined. In an action by a foreign corporation on a contract made before compliance with the statute, *Held*, the contract is void. *Oliver Co.* v. *Louisville Realty Co.* (Ky.), 161 S. W. 570. See NOTES, p. 470.

GUARDIAN AND WARD—MORTGAGE OF WARD'S REALTY—AUTHORITY OF INCAPACITATED GUARDIAN PASSING TO SUCCESSOR.—A guardian obtained an order from court authorizing him to execute a mortgage on the property of his ward. Before this mortgage was executed the guardian was incapacitated and a successor duly appointed. Acting solely on the authority of the former guardian the successor executed the mortgage. *Held*, the authority given to the first guardian passes *ipso facto* to his successor. *Bank* v. *Bangs* (Kan.), 136 Pac. 915.

In the absence of an order of court directing it or a statute authorizing it, a guardian has no power to mortgage the real property of his ward. *Roscoe* v. *McDonald*, 101 Mich. 313, 59 N. W. 603. As to whether such authority when given to one guardian passes *ipso facto* to his successor there seems to be a scarcity of authority on the question. But in the analogous case of the appointment of an administrator *d. b. n.* the rule is that a general power to dispose of realty given to one administrator does pass *ipso facto* to his successor on due appointment and qualification. *Gress Lum. Co.* v. *Leitner*, 91 Ga. 810, 18 S. E. 62; *Rogers* v. *Johnson*, 125 Mo. 202, 28 S. W. 635. There would seem to be no reason why the same rule should not apply in the case of the successor of an incapacitated guardian. Since a guardian is an officer of the court and the execution of the mortgage is under the supervision of the court, it would seem that the power to execute such a mortgage is one appertaining to the office of guardian rather than to the person, and it fol-

lows that such power given to one guardian should pass to his successor on due appointment and qualification.

INNKEEPERS—INJURY TO PERSON OF GUEST—ASSAULT BY SERVANT.—The plaintiff, a guest in the defendant's hotel, was maliciously assaulted by a servant of the defendant. *Held,* the defendant having retained the servant in his employ after obtaining knowledge of the servant's violent temper and disposition to assault guests, is liable for damages for the servant's malicious assault. *Duckworth* v. *Appostalis* (Tenn.), 208 Fed. 936.

An innkeeper is not an insurer of the personal safety of his guests and is only bound to exercise reasonable care in that behalf. *Week* v. *McNulty,* 101 Tenn. 495, 48 S. W. 809, 70 Am. St. Rep. 693, 43 L. R. A. 185. He is not liable for an assault upon a guest by a servant where he has not been guilty of negligence in employing or retaining the servant, and the act was beyond the general scope of the servant's employment. *Rahmel* v. *Lehndorf,* 142 Cal. 681, 76 Pac. 659, 100 Am. St. Rep. 154, 65 L. R. A. 88; *Clancy* v. *Barker,* 131 Fed. 161, 66 C. C. A. 469, 69 L. R. A. 653.

The decisions holding an innkeeper liable for the malicious assaults on guests by his servants, following the analogy of the liability of common carriers, can be based on the failure of the innkeeper to exercise reasonable care in preventing the injury. *Rahmel* v. *Lehndorf, supra* (*dictum*). Or on the fact that the servant was acting within the general scope of his employment. *De Wolf* v. *Ford,* 193 N. Y. 397, 86 N. E. 527. The principal case does not extend the liability of innkeepers to that of common carriers, but holds an innkeeper liable for negligence in retaining a servant known to have a disposition to assault guests and therefore seems sound on reason and principle.

INSURANCE—NOTICE OF CANCELLATION OF FIRE INSURANCE POLICY.—Notice of the cancellation of a fire insurance policy was addressed and sent by registered mail to the insured, the envelope bearing the card of another insurance company, although the name of the insurer's agent also appeared on the card. The letter was received by the insured, but was not opened until after the loss occurred. *Held,* the notice is not sufficient to cancel the policy. *Fritz* v. *Penn. Fire Ins. Co.* (N. J.), 88 Atl. 1065.

When a policy provides for cancellation on giving a certain number of day's notice, and the notice is sent by mail, it must be proved by the party setting up the cancellation that the letter was actually received the requisites number of days prior to the cancellation. *Am. Fire Ins. Co.* v. *Brooks,* 83 Md. 22, 34 Atl. 373; *Crown Point Iron Co.* v. *Ætna Ins. Co.,* 127 N. Y. 608, 28 N. E. 653. No question was raised in these cases as to the actual opening of the letters. The principal case presents a novel set of facts. The court based its decision on the ground that the envelope bore the name of another insurance company, and that the insured might well assume that its contents had no reference to his business with the company in which he was insured. This reasoning seems sound, had the letter been unregistered, but, considered in